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BEFORE THE

ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
BRYAN McGRAW)
 -vs-) No. 09-0196
)
NORTHERN ILLINOIS GAS COMPANY)
d/b/a NICOR GAS COMPANY)
Complaint as to billing/charges)
in Phoenix, Illinois)

Chicago, Illinois

March 12, 2007

Met, pursuant to notice, at

10 o'clock a.m.

BEFORE :

MR. JOHN RILEY,
Administrative Law Judge

APPEARANCES :

MR. BRYAN McGRAW
454 East 90th Street
Chicago, Illinois
appearing pro se;

MR. DOUG RIVERA
1844 Ferry Road
Naperville, Illinois 60563
appearing for Nicor

1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket 09-0196.
3 This is a complaint by Brian McGraw vs. Northern
4 Illinois Gas Company, d/b/a Nicor Gas Company, as to
5 billing charges in Phoenix, Illinois.

6 Mr. McGraw, you are proceeding
7 without counsel at this time?

8 MR. MCGRAW: Yes, I am.

9 JUDGE RILEY: And your correct address right now
10 is 454 East 90th Street in Chicago?

11 MR. MCGRAW: Yes, it is.

12 JUDGE RILEY: Thank you.

13 And, counsel, would you enter an
14 appearance for the record. State your name and
15 office address.

16 MR. RIVERA: Sure. Doug Rivera with Nicor,
17 1844 Ferry Road, Naperville, Illinois, 60563. Phone
18 number is 630-388-2457.

19 JUDGE RILEY: This is a pre-hearing conference.
20 And, Mr. McGraw, this is an informal stage; yet,
21 this is not an evidentiary hearing, but I just
22 wanted to clarify a few things.

1 You are the owner of the building at
2 563 East 155th Street?

3 MR. McGRAW: Yes, I am.

4 JUDGE RILEY: And you have had a tenant there
5 obviously who had services in his or her name?

6 MR. McGRAW: Yes, to my knowledge. The tenant
7 was there when I bought the building. The tenants
8 -- all the tenants were there, and they were there
9 subsequent, and, well, I had a lease agreement with
10 all the tenants, okay, so I had no dealings with
11 Nicor Gas bills in the building.

12 JUDGE RILEY: So they all had gas in their own
13 names?

14 MR. McGRAW: Right, like I say, as far as I
15 know.

16 JUDGE RILEY: But you never got any bills in your
17 name for any of the units?

18 MR. McGRAW: Well, they sent me -- they sent me
19 bills, and when they first sent me a bill, I said I
20 don't have Nicor Gas bills, but they continued to
21 send them to me, So all I can do is tell the service
22 person I shouldn't have had any bills. I never

1 applied for Nicor Gas service ever.

2 JUDGE RILEY: Okay.

3 MR. McGRAW: Never did I once apply for Nicor Gas
4 service and nor did I ask for any gas to be cut on
5 in my name at that address.

6 JUDGE RILEY: Okay. But they were sending you
7 the bills anyway?

8 MR. McGRAW: Yes.

9 JUDGE RILEY: They had your name on the bill?

10 MR. McGRAW: They had my name on the bill. He
11 had my name on the bill.

12 JUDGE RILEY: Now is this just one of the tenants
13 we are talking about here?

14 MR. McGRAW: Right. This particular one, because
15 -- in conversation because they sent me like three
16 or four bills. I forget what the number was.

17 JUDGE RILEY: Did they specify different unit
18 numbers?

19 MR. McGRAW: No, they just all had bills. They
20 just all were bills, and they were forwarded, four
21 bills -- like four gas bills at the building.

22 JUDGE RILEY: It's a four unit?

1 MR. MCGRAW: Right. So they sent me the bill,
2 so I was like, well, these the tenants. I'm talking
3 to customer service. I'm like, fine, then I just
4 kept them, so then, you know, I went and I filed
5 with the CUB at first, and then they started talking
6 to them, and so then they said send me these leases,
7 so I sent them these leases.

8 JUDGE RILEY: So you had a lease agreement with
9 all these --

10 MR. MCGRAW: Yes. I sent the leases over. So,
11 well, what happened was actually how it got to be a
12 real problem, because I wasn't really pursuing it.
13 They put it on my credit, which is injurious to me,
14 so they dumped the bills on my credit.

15 JUDGE RILEY: As if they were unpaid bills by
16 you?

17 MR. MCGRAW: Exactly. They found me as the owner
18 of record in the public record, and so they dumped
19 the bills on my credit report. So now they have
20 injured me over the past, you know.

21 So I called them and I was like, look,
22 here's the tenants. I sent the leases in, and so

1 they -- so then they took -- they took a couple of
2 them I think off or whatever, but then the ones they
3 said they can't find the person, I said that's not
4 my issue. I said I sent you the leases, and so they
5 still continued to send me these bills, and I was
6 like, no, here's the lease of the person that's in
7 the unit.

8 Okay. So I even went as far as I said,
9 well, you know, I'll confront the person about it,
10 you know. So I went over to the tenants and said,
11 you know, you got these gas bills or whatever, you
12 know, what have you been doing, and then, you know,
13 a month later, you know, this person leaves.

14 So I tell them at that point, which was
15 December or January of 2008, or January, or
16 something like that, I tell them, well, the guy that
17 was here -- I said just like I'm talking to you, I
18 confronted him about it -- I said he is gone and
19 left now, I said, obviously because of this whole
20 thing.

21 I said I don't have any problem with
22 taking it over from this date, you know, I was like,

1 but you need to clear this stuff off my credit.

2 Well, okay, they continued to put this
3 on, so I was not going to send them any payment
4 because that would have been like acknowledging this
5 whole entire bill, so I told them that, and they
6 didn't want to. That's why I'm here at this point.

7 I don't have a problem with taking it
8 from, like I said, December of 2008, you know, on,
9 because the person is gone now, and I haven't put
10 anybody else in the unit. Okay. So -- but what my
11 problem is is that they have injured me to the point
12 on my credit because it's affecting my ability to do
13 any business. I mean -- I mean that --

14 JUDGE RILEY: I --

15 MR. McGRAW: -- I have had gas service from
16 multiple units across the city and I never had --
17 well, I have had issues, but I have never had an
18 issue like this where anybody's gone in and looked
19 me up in the public record and say, well, you are
20 the owner of the building then send you something.

21 JUDGE RILEY: It's my understanding that
22 apparently none of the tenants that you had when you

1 purchased the building none of them had gas service
2 in their own names then if you were getting the
3 bills.

4 MR. MCGRAW: No, that's what I'm saying. They
5 did, because they were -- because when I called,
6 they looked them up and then said, oh, yes, and so
7 it looks like they were doing something shady with
8 the gas company, my understanding, because it was
9 two or three peoples' names or whatever in there
10 because then they found three of the tenants --

11 JUDGE RILEY: Right.

12 MR. MCGRAW: -- then they couldn't find this one,
13 so I'm like --

14 JUDGE RILEY: If the bills that you got if they
15 were sending you the bills, they were putting your
16 name on even though they had service agreements with
17 these other tenants? This is what I don't
18 understand.

19 MR. RIVERA: I can explain that if --

20 JUDGE RILEY: All right. Go ahead.

21 MR. RIVERA: -- you like us to.

22 He contacted -- none of the tenants had

1 contacted us. He had contacted us to say we have
2 leases. He provided us with the leases. We were
3 able to verify three of the units with the tenants
4 and changed those three over to the tenants' names.

5 The fourth one we're not able to verify
6 public records for a Steve Thomas. We requested if
7 you can give us Mr. Thomas' Social Security Number,
8 have Mr. Thomas contact us to give us that
9 information. All we need to do then is verify
10 through Mr. Thomas that he, in fact, was
11 responsible, because he provided us with a lease
12 that was dated prior to his ownership with
13 Mr. Thomas but with no unit number, so we're not
14 able to verify that final unit.

15 We have not been able to go out and get
16 any reads to verify that it runs to -- I believe
17 it's a basement unit, and I'll let Ms. Mitchell also
18 discuss that, because she's done all the research,
19 but that's why it was never set up. We followed up
20 with him and then we set up the three out of the
21 four.

22 JUDGE RILEY: You switched three of the units

1 over to the tenants' names?

2 MR. RIVERA: Currently we were able to verify
3 three of four.

4 JUDGE RILEY: Is that your understanding?

5 MR. MCGRAW: No.

6 JUDGE RILEY: Let me get a time frame. When did
7 you purchase the building?

8 MR. MCGRAW: I bought the building in 2005.

9 JUDGE RILEY: 2005.

10 MR. MCGRAW: I bought it at the beginning of
11 2005. All the tenants were there already. Okay.
12 So what happened was, as Mr. Rivera stated right,
13 the tenants had bills. They had bills, but for
14 whatever reason, right, whether it was due to, they
15 got shut-off notices, unbeknownst to me or whatever.

16 The only time I got bills was when I
17 spoke to customer service. They said we looked it
18 up in public records. That's how they started
19 sending bills to me.

20 I never once contacted Nicor at any
21 time and said I need to put service in my name.

22 Okay. They said they looked me up in public

1 records.

2 Okay. So then I called them and I
3 said, well, okay, I'm getting these bills or
4 whatever, and granted I didn't think too much of it.
5 I know I don't have bills, so they inadvertently
6 billed me.

7 So then they said -- well, they looked
8 it up. They had one tenant had everything perfect
9 in their name. There was no issue with them.
10 Another tenant it was, quote, unquote, when I talked
11 to the customer service person, it was in legal, so
12 she couldn't tell me nothing about it, right. That
13 tenant -- is it okay to give their name or not give
14 their name?

15 JUDGE RILEY: That's not necessary right now.

16 MR. MCGRAW: That tenant knew about it, because I
17 contacted that tenant, and then he said, yeah, I'm
18 in the process of whatever, some legal discussion
19 with them. I'm like fine.

20 The other tenant I contacted. I was
21 like now you have this tenant, right? And they say,
22 yeah, we looked back and their name's on here but

1 they haven't had service for three years, and I was
2 like, well, they have been in the building all this
3 time. Who did you have service in? And so then
4 they were like, oh, and so they then tried to bill
5 me for it, and I'm like, no. That's when they put
6 it back on that person. Well, that person
7 subsequently moved to Kentucky I guess running away
8 from their responsibilities.

9 Like I said, I don't have a problem
10 paying for what's due for me whatever I'm in control
11 of, but my issue, and, as I explained to them since
12 we're across the table, my issue is how you
13 deliberately injured me, right, and I've provided
14 you with the documentation. I don't have to have
15 the unit numbers on there to know who my tenants
16 are.

17 MR. RIVERA: Ms. Mitchell can comment.

18 MS. MITCHELL: But we have to have the unit
19 numbers on there to know which one your tenants
20 were. The leases that were brought to us just say
21 Steve Thomas and just the address. There were
22 tenants in question here.

1 MR. MCGRAW: All of those leases are the same.
2 None of them have unit numbers on them, none of
3 them, and the only issue that you have is you
4 couldn't find the man in public records. That's not
5 my issue. That's really not my issue whether you
6 can find him in public records or not.

7 JUDGE RILEY: Let me hear from his witness.
8 What is your name?

9 MS. MITCHELL: Kyra.

10 JUDGE RILEY: I'm sorry?

11 MS. MITCHELL: Kyra.

12 JUDGE RILEY: Please go ahead.

13 MS. MITCHELL: The other problem we had is that
14 public records show that Mr. McGraw purchased the
15 property in February of 2005. We have a lease that
16 was provided to us for a tenant that starts November
17 of 2004, but it has his name on this lease.

18 MR. MCGRAW: Yes, and I can explain that.

19 JUDGE RILEY: All right.

20 MR. MCGRAW: And can I explain that. When I
21 bought the building, the tenant had, you know, a
22 two-year lease, the first one, with the previous

1 owner, so I wrote him up in that same duration.

2 I did buy it in 2005. I could have
3 wrote him up, but since he had a two-year lease, I
4 brought him up that way. That's why. Because all
5 the subsequent ones were, as you notice, one-year
6 leases.

7 MR. McGRAW: We have for two tenants --

8 MR. McGRAW: No. No.

9 MS. MITCHELL: The only two tenants in question
10 you mean going forward?

11 MR. McGRAW: Right, going forward all those were
12 subsequent leases. I wrote them up that way because
13 that's what he had with the previous owner.

14 I'm like, okay, fine, so that's why his
15 lease was that way for that particular duration, you
16 know, but, I mean, like I say, well, just as -- I
17 mean, I have numerous properties. I mean, I'm sure
18 when you looked me up in public records you saw all
19 the gas accounts. I'm sure you know that. And I
20 have no problem paying my gas bills.

21 So, I mean, like I said, I have tried
22 to, you know, work this out before we got to this

1 point, but I'm not going to -- my issue is how I was
2 injured, and that can't be repaired, and that's my
3 issue, because no matter what you do to take it off,
4 my FICO score will never recover over the time
5 period that you had this on here.

6 MR. RIVERA: I don't agree with that, but,
7 nonetheless, the issue is we can resolve it very
8 quickly if you can just give us Mr. Thomas' contact
9 information.

10 MR. MCGRAW: I don't -- that's what I'm saying.
11 I don't have it. The number that I have for him --
12 the man is gone. Obviously, there was something --
13 you know, some issue with him, but the man is gone,
14 because as soon as I confronted him about it, a
15 couple of weeks later, he was gone, and I told them
16 when I called them. I said the man has left,
17 because I told them on the phone. I said, I'll go
18 confront the man about it, and then I come back and
19 the man is gone, and I was like, okay, he was paying
20 me in cash. I ain't got no problem with that. I
21 really don't.

22 So as far as I don't have a Social

1 Security Number for the man, because they were
2 all --

3 MR. RIVERA: Phone number contact?

4 MR. McGRAW: I don't have none of that.

5 JUDGE RILEY: Okay. My understanding is that
6 three of these units have been resolved. They have
7 been switched over to the names of the tenants being
8 billed.

9 MR. McGRAW: Right. Exactly.

10 JUDGE RILEY: It is this fourth unit that's
11 caused the problem?

12 MR. McGRAW: Right. Like I say, like I told them
13 from the day when that man left, I told them on the
14 phone, I said, I have no problem picking this bill
15 up from this point now.

16 JUDGE RILEY: Okay. Is it my understanding that
17 at no time did Nicor ever have the name of this
18 Mr. Thomas as a tenant?

19 MS. MITCHELL: No.

20 JUDGE RILEY: So he never got service in his
21 name?

22 MS. MITCHELL: No.

1 JUDGE RILEY: And is it Nicor's policy then to
2 default back to the owner when gas is being used?

3 MR. RIVERA: Yes.

4 JUDGE RILEY: So you have been billing Mr. McGraw
5 for gas usage at this particular unit ever since he
6 bought the building because you never had any other
7 name put on that account?

8 MR. RIVERA: That is correct.

9 JUDGE RILEY: And Mr. Thomas skipped town?

10 MR. MCGRAW: Right. And, I mean, I got all his
11 receipts that he's -- I've got receipts and his
12 lease, and, like I said, he was there. He was
13 paying. I don't have any issue of checking on these
14 people with their bills, and, I mean, it's like I'm
15 under the assumption that he's paying his bills.

16 JUDGE RILEY: And what would satisfy Nicor with
17 regard to Mr. Thomas? Someway to get in touch with
18 him?

19 MR. RIVERA: Correct, if he could give us a
20 little more evidence that says he has these signed
21 receipts, a contact number or something that we can
22 verify.

1 MR. MCGRAW: I can get --

2 JUDGE RILEY: You want some kind of written
3 verification Mr. Thomas was in that unit that
4 particular period of time?

5 MR. RIVERA: A notarized affidavit from
6 Mr. Thomas.

7 MR. MCGRAW: I don't know where Mr. Thomas is.

8 MR. RIVERA: But that wasn't the question. I was
9 just telling him what we're looking for. I
10 understand what you are saying. I'm just saying the
11 type evidence that we're looking for in trying to
12 contact Mr. Thomas. You have got the receipts, and
13 if can you give us that, we'll be glad to review
14 those receipts. That kind of verifies the fact
15 there is a lease, then we can try to skip trace and
16 something that to verify that Mr. Thomas, you
17 know --

18 MR. MCGRAW: Here are all the receipts every
19 month the man paid.

20 JUDGE RILEY: Does it have Mr. Thomas' signature
21 on that?

22 MR. MCGRAW: No. I signed the receipts, because

1 he's paying me. I signed the receipts. It's every
2 receipt the man paid.

3 JUDGE RILEY: Those are rental receipts?

4 MR. MCGRAW: Yes, rental receipts.

5 MR. RIVERA: We also need to be able to read the
6 meter to verify that it runs to the basement unit --

7 MS. MITCHELL: Right.

8 MR. RIVERA: -- because it's a master meter, so
9 if we can make arrangements to get into the building
10 to see the meter that it runs to this basement as
11 well, we might be able to get this resolved.

12 JUDGE RILEY: Okay.

13 MR. RIVERA: You have explained the date on the
14 lease which we didn't know why it was dated. I know
15 you explained it.

16 MR. MCGRAW: What I'm saying, I guess my issue is
17 just like we are having this conversation, we didn't
18 have to get to this point because nobody even -- you
19 know, they asked me to send the lease and then they
20 contacted me and said, well, you know what, we can't
21 find him.

22 Okay. This question you asked me

1 that's a two-minute question, one-minute question.

2 No one has been in any dialogue with me on anything

3 but they're just like we are just going to dump the

4 bills on you, and that's injuring me, because what

5 am I suppose to do as a person trying to live and

6 when I'm getting dinged and I can't do anything

7 because --

8 MR. RIVERA: Let me ask you this. You paid. You

9 made a payment in March of '07.

10 MR. McGRAW: Right, for \$195 exactly.

11 MR. RIVERA: No. It was for 1200.

12 MR. McGRAW: 1200?

13 MR. RIVERA: So at that point --

14 MR. McGRAW: I wouldn't pay anybody \$1200.

15 MS. MITCHELL: You made the payment over the

16 phone.

17 MR. McGRAW: I didn't make any \$1200 payment.

18 MS. MITCHELL: Okay. Well, it was made over the

19 phone and it had your name on it.

20 MR. McGRAW: I can't make a \$1200 -- a 1200

21 payment over the phone, no.

22 MS. MITCHELL: Okay. Someone made a payment to

1 this account of 1200.

2 MR. MCGRAW: No.

3 MR. RIVERA: That was when you updated the
4 mailing address as well, so if that was you, our
5 point is --

6 MR. MCGRAW: No, but what I'm saying I wouldn't
7 have paid -- I never paid you anything. I paid \$195
8 one time and they sent me that money back, because
9 when they called me, I was like, okay, here's \$195.
10 I don't know what's going on, then I started
11 checking and I'm like I don't have no bills, and
12 then they sent me that money back, but I never paid
13 you any money, because if I paid you \$1200 -- I
14 don't even know what bill it is. If I paid you
15 \$1200, right, then I want my money back, because I
16 know I didn't pay you \$1200. If you all are in
17 conjunction with Peoples Energy, and it may have
18 been a Peoples Energy account. Like I say, I have
19 got numerous accounts, but I have never paid you
20 \$1200, never.

21 JUDGE RILEY: But you have a \$1200 payment on
22 your books?

1 MR. MCGRAW: From me?

2 MS. MITCHELL: Yes. It says from Bryan.

3 MR. MCGRAW: When?

4 MS. MITCHELL: March 13, 2007. It's the same day

5 we updated the mailing address.

6 MR. MCGRAW: I wouldn't pay you \$1200 really

7 and --

8 MR. RIVERA: Somebody did.

9 MS. MITCHELL: Right.

10 MR. MCGRAW: No, I didn't pay you \$1200.

11 JUDGE RILEY: You say this is for the building

12 account?

13 MS. MITCHELL: Uh-huh.

14 JUDGE RILEY: Is that just a simple account for

15 that building?

16 MR. MCGRAW: Did they misapply to the wrong

17 account?

18 JUDGE RILEY: Excuse me. I'm sorry.

19 MS. MITCHELL: Not for the building, no, just for

20 the particular unit in question.

21 JUDGE RILEY: Okay. So there's four separate

22 accounts, and four separate units, and there's no

1 building account for the common area of the basement
2 or anything like that?

3 MS. MITCHELL: That's actually part of what we're
4 trying to accomplish.

5 MR. McGRAW: That unit does the billing. That's
6 why his rent was so low, but that unit does the
7 building.

8 JUDGE RILEY: I'm not sure what that means. What
9 unit are you talking about?

10 MR. McGRAW: Steve Thomas's unit. That basement
11 unit does like the hot water also for the building.
12 It does the hot water for the building, so that's
13 why his rent is so low.

14 JUDGE RILEY: To compensate him for the extra
15 payment for the hot water, he gets a break on his
16 rent?

17 MR. McGRAW: Exactly. Exactly. And see that's
18 -- it's like this is just all like, you know,
19 understanding like what's going on, because I'm
20 going to have to check. I didn't send you any
21 money.

22 MS. MITCHELL: It could have been Steve saying it

1 was you.

2 MR. McGRAW: Right. You see what I'm saying? I

3 didn't send you any money.

4 JUDGE RILEY: But did Nicor actually have \$1200

5 to post to its account?

6 MS. MITCHELL: Yes.

7 JUDGE RILEY: So it was a real payment?

8 MS. MITCHELL: Yes.

9 MR. McGRAW: Can you tell me what account that

10 came out of?

11 MS. MITCHELL: I don't have that information, and

12 if it's not your account, I don't know if I can

13 necessarily give it.

14 MR. McGRAW: What's the date? I'm going to

15 check, because I know I didn't send you any payment.

16 MS. MITCHELL: March 13th.

17 MR. McGRAW: Of this year?

18 MS. MITCHELL: 2007.

19 MR. McGRAW: A \$1200 payment? That's news to me.

20 MS. MITCHELL: It could have been Steve.

21 JUDGE RILEY: What it seems to come down to then

22 is what Nicor wants to resolve the issue of this

1 last unit is some proof of -- some tangible proof
2 that Mr. Thomas actually lived there for a
3 particular period of time. You say you do have the
4 receipts?

5 MR. MCGRAW: Right.

6 MR. RIVERA: You can make copies of that, and we
7 have got information, and we'll take a look at it.
8 I think we can get it resolved based upon the
9 evidence that you have with those receipts. We can
10 just take a look at them to verify the time period
11 and how you answered our questions as to the date of
12 the lease. I'm pretty sure we can get this resolved
13 and get rid of it.

14 JUDGE RILEY: Did you say Mr. Thomas ever signed
15 a lease while he was living there?

16 MR. MCGRAW: Yes, they have got those. I sent
17 them all those.

18 JUDGE RILEY: Why isn't the lease good?

19 MR. RIVERA: Again, I didn't have a unit number.
20 We weren't able to verify that it was for this
21 particular account, and the date was prior to him
22 having ownership of the building, so there was a

1 question as to is this a true and accurate lease,
2 you know.

3 JUDGE RILEY: So, in other words, these were
4 given to them by the former owner?

5 MR. MCGRAW: No. As I said --

6 MR. RIVERA: He changed it himself.

7 MR. MCGRAW: I changed it myself, because when I
8 bought it, I back dated that particular one, but
9 every subsequent one was a year lease, which is why
10 I gave them that. In all the leases that I have
11 none of them have unit numbers. None of them have
12 unit numbers, and the other ones were plenty
13 sufficient, so I brought in the receipts to show
14 payment, that I brought in receipts today to show
15 payment. My concern is getting this off my credit.

16 JUDGE RILEY: Mr. McGraw, I don't know if the
17 Commission can do anything about that for you.

18 MR. MCGRAW: That's what I'm saying. The bill
19 isn't mine, so they need to --

20 MR. RIVERA: That will be addressed.

21 JUDGE RILEY: Credit can be rehabilitated.

22 MR. MCGRAW: That's my concern. Like I said from

1 that date, December 2008, I don't have no problem
2 paying you from that, because he ain't been there,
3 but now you need to rectify all that because I
4 wasn't going to send you any money --

5 MR. RIVERA: I understand.

6 MR. McGRAW: -- until you rectify, you know, all
7 that squared away, then we can move forward, but at
8 this point I'm -- you know, I don't, you know --

9 MR. RIVERA: We will give you -- Ms. Mitchell
10 will give you her contact information. We'll look
11 at the information. Again, I think we can get it
12 resolved.

13 JUDGE RILEY: Get copies of those receipts to
14 counsel or to Ms. Mitchell --

15 MR. McGRAW: Okay.

16 JUDGE RILEY: -- and let's see if they can't get
17 this resolved without going to hearing, because, I
18 mean, it comes down to a pretty fundamental issue as
19 to, you know, just establishing any way that you can
20 that Mr. Thomas was a resident of that unit for a
21 particular period of time.

22 MR. McGRAW: Right.

1 JUDGE RILEY: And you said Mr. Thomas cannot be
2 located?

3 MR. MCGRAW: Right. This is the only information
4 that I have had of this person at the unit. I
5 don't -- I don't deal with them like that. So long
6 as he's paying me, I don't have no issue.

7 JUDGE RILEY: Right. That's where we are then.

8 MR. RIVERA: Yes.

9 JUDGE RILEY: Yes. Get copies of that -- of
10 those receipts to Nicor.

11 MR. MCGRAW: Is there a copy machine here or --

12 JUDGE RILEY: There is, but I don't know I can
13 get you access to it. Would you be able to get to
14 Kinko's or something like that?

15 MR. MCGRAW: That will cost. I could take them
16 to -- my office isn't far from here and I can give
17 you -- you know, I can put them on. I can get
18 copies of these.

19 JUDGE RILEY: My next instinct is to put this
20 over for about 30 days and see if that doesn't give
21 you enough time to resolve the whole matter,
22 because, as I said, you are down to a pretty

1 specific issue. Nicor seems to be cautiously
2 optimistic. Why don't we revisit this. How does
3 Wednesday, June 10th, look?

4 MR. RIVERA: That's fine.

5 MR. MCGRAW: I'll make it work. I'll make it
6 work.

7 JUDGE RILEY: That will be for another status.

8 MR. RIVERA: Same time?

9 JUDGE RILEY: 10 a.m., right, see if the thing
10 can't be straightened out by then.

11 Okay. We will reconvene on Wednesday,
12 June 10th, at 10 a.m., and see where we are at that
13 point. Thank you.

14 (Whereupon, the above
15 matter was adjourned,
16 to be continued to
17 June 10, 2009 at
18 10 o'clock am.)

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